

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B5400170

PRINT DATE: 10/24/14

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1061240151

ORION SAFETY PRODUCTS

28320 ST MICHAELS RD PO BOX 1047

EASTON, MD

21601

(410)822-0318

REFER QUESTIONS TO:

IRIS LESTER

(410)767-4612

IRIS.LESTER@MARYLAND.GOV

ITB:

EXPR DATE: 10/30/15

POST DATE: 10/23/14

DISCOUNT TERMS: .

NET 30 DAY

CONTRACT AMOUNT:

.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT FOR

SAFETY FLARES

***** FINAL RENEWAL OPTION *****

CONTRACT SCOPE: REQUIREMENT FOR SUPPLYING THE STATE OF MARYLAND WITH THEIR NEED FOR THE FOLLOWING ITEMS FOR THE CONTRACT PERIOD SPECIFIED. QUANTITIES ARE ESTIMATES AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF ALL AUTHORIZED AGENCIES, AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE GIVEN.

FINAL RENEWAL: NOVEMBER 01, 2014 THRU OCTOBER 31, 2015 ONE (1) YEAR WITH THE SAME TERMS, CONDITIONS AND PRICING.

RENEWAL CLAUSE: THERE ARE NO RENEWS FOR THIS COMMODITY AND THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO SUPPLY THE COMMODITY. PRICES SUBMITTED AT THE TIME OF THE BID MUST REFLECT THE POTENTIAL INCREASES THROUGH THE TERM AND THE OUT YEARS OF THE CONTRACT.

CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE BUREAU. THE BUREAU MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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BPO NO: 001B5400170

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PAGE: 02

TERMS (cont'd):

THIS CONTRACT IS TO BE A FIRM FIXED PRICE CONTRACT. ALL PRICES CONTAINED HEREIN SHALL BE FIRM FOR THE ENTIRE CONTRACT PERIOD.

ALL PRICES ARE TO BE F.O.B. DESTINATION TO ANY POINT WITHIN THE STATE OF MARYLAND. PRICES MUST INCLUDE ALL SHIPPING, HANDLING AND ADMINISTRATIVE CHARGES. DISCOUNTS ARE TO BE REFLECTIVE IN NET PRICE.

PAYMENT TERM ARE TO BE NET 30 DAYS.

AWARD BASIS: PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID AND THE AWARD WAS MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER ON A LINE ITEM BASIS.

DELIVERY MUST BE MADE WITHIN FIVE (5) WORKING DAYS AFTER RECEIPT OF ORDER FROM THE AGENCY OR TERMINATION OF CONTRACT MAY RESULT.

ORDERING: THERE IS A MINIMUM OF THREE (3) CASES PER AN ORDER. THE STATE PURCHASE CARD MUST BE ACCEPTED FOR PURCHASES MADE AGAINST THE CONTRACT IN THE PROCUREMENT OFFICER'S CARD LIMITATION \$5,000.00

THIS QUOTATION WAS SUBMITTED WITH THE UNDERSTANDING THAT THE VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, THE STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTIONS PROVIDED HEREIN.

USAGE REPORT: A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING PURCHASES OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NO., THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY ID, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN TEN (10) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION AND VENDORS MAY NOT BE ALLOWED TO BID ON ANY FUTURE REQUIREMENTS.

ADDITIONAL USER CLAUSE:

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

(1) A COUNTY OR BALTIMORE CITY;

*** CONTINUED, NEXT PAGE ***

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PAGE: 03

TERMS (cont'd):

(2) A MUNICIPAL CORPORATION;
(3) A GOVERNMENTAL AGENCY IN THE STATE;
(4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
(I) RECEIVES STATE MONEY; AND
(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3) OF THE
INTERNAL REVENUE CODE:

(5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
(I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE
BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT
SCHOOLS; AND
(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3) OF THE INTERNAL
REVENUE CODE; OR
(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17.106
OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION
OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS
CONTRACT.

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT
NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO
ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER
PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A
UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF
MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A
PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY,
(2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF
MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF
MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO
OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE
PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY
FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A
UNIT OR AGENCY OF THAT STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE
ENFORCED AGAINST THE STATE OF MARYLAND.

PROCESSING FEE

1.

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

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BPO NO: 001B5400170

PRINT DATE: 10/24/14

PAGE: 04

TERMS (cont'd):

ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS, ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACTS UNIT PRICES

2.

THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER AND THE EMM ACCOUNTANT, AWAWU SALAKO, AT AWAWU.SALAKO@MARYLAND.GOV

3.

FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENT MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICH EVER IS HIGHER.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	55020-B3036X	CS	39.9600

FUSES (SAFETY FLARES) TYPE "B" THIRTY MINUTE RATING, INCLUDING A WIRE STAND. THIRTY-SIX (36) PER CASE WITH 30 MINUTE BURN TIME PER ATTACHED SPECIFICATIONS.

BRAND: ORION 9340

NOTE: A MATERIAL SAFETY DATA SHEET MUST BE PROVIDED FOR EACH ITEM WITH EACH SHIPMENT IN ACCORDANCE WITH STATE LAW, CODE OF MARYLAND

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

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PAGE: 05

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REGULATIONS

END OF ITEM LIST

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USE IN PACKING FOR DURING THE SHIPMENT SHALL BE MADE OF RECYCLED AND/OR BIODEGRADABLE MATERIALS.

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08. DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGH THE TERM OF THIS PURCHASE ORDER.

STATE VENDOR FEDERAL TAX IDENTIFICATION NUMBER: 06-1240151

STATE VENDOR PHONE NUMBER FOR PLACING ORDERS: 1-(410) 822-0318

STATE VENDOR CONTACT PERSON: E. KENNETH HARRISON

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AUTHORIZED BY: *Eris Sester*
BUYER AUTHORIZED DESIGNEE

DATE: 10/24/14